

**SPECIAL COMMITTEE ON RIVERFRONT ACTIVITIES  
AND BASEBALL**

**May 12, 2004**

**5:15 PM**

Chairman Lopez called the meeting to order.

The Clerk called the roll.

Present: Aldermen Lopez, Gatsas, Guinta, DeVries, Smith

Messrs: Mr. Brooks, Rob Miller, Thomas Clark, Ron Ludwig,  
Kevin Clougherty, Randy Sherman, Alderman Roy

Chairman Lopez addressed Item 3 of the agenda:

Discussion regarding Singer Park.

Mr. Brook stated we had a meeting with City officials last week and presented a proposal on this Singer Park relocation. There was various people form the City in attendance that we fill you in on. We basically presented a proposal which I'd like to have Rob [Miller] present to you tonight and then if there are any questions I can answer those questions for you. It involves taking a look at the actual cost to relocate the park.

Rob Miller, Sheehan, Phinney, Bass and Green, stated I'm counsel to the Fisher Cats. Before you you should have a spreadsheet entitled Singer Park costs, which was distributed I hope yesterday. These costs are derived from the Memorandum of Understanding signed by various parties on the 14<sup>th</sup> of November 2002. The operative provision in the Memorandum of Understanding is Section 2 on Page 9, existing property lease buyout and of that section subsection 4 calling for the relocation, preparation and equipping of replacement facilities for the foundation equivalent to the existing amenities and facilities on the property at another location in the City. What we've done is laid out a series of provisions in the Singer Park costs spreadsheet that we believe satisfies that provision. Mr. Brooks has priced these provisions out and if you turn to Page 2 you'll see that there's a total at the end of \$424,041, which represents the cash total that we are prepared to provide to the City in full satisfaction of our obligations to relocate the Singer Park

facilities. To the extent that there are any questions, Solicitor Clark and we have negotiated this agreement to the extent that there are questions on the City's part. I know Solicitor Clark is prepared to speak to you as well about those. If there are any questions for me I'm happy to do so as well and Mr. Brooks will answer any questions about the specific provisions if there are any.

Chairman Lopez stated I was just looking at Frank Thomas' note here. You're offering us cash right? Is that correct?

Mr. Miller replied that's correct.

Tom Clark, City Solicitor, stated we had a meeting last week. City staff was there along with Attorney Miller. Frank Thomas was involved; Ron Ludwig was involved. The spreadsheet as prepared by Attorney Miller does lay out facilities that were to be relocated. Ron Ludwig I believe has indicated that the funds provided are sufficient to do the job and Frank Thomas has indicated that the unit prices assigned to the spreadsheet are reasonable.

Chairman Lopez asked Mr. Ludwig are you satisfied with this? You can complete all of your things at Derryfield?

Ronald Ludwig, Director of Parks, Recreation and Cemetery, answered as Tom Clark has indicated based on what they have represented for the work to be done in our opinion that the dollar values are correct and line with the historical information. We know that the fields that have been done in the past, so what they've represented is accurate and we think we can do the amount of work that they're representing with the dollars that being offered.

Alderman DeVries stated for Ron Ludwig, the lights that are currently up at Singer Park are to be readied and moved to storage, if I understand that correctly. Is there a cost with taking those lights down that should be part of the costs that have been broken out? I didn't see anything.

Mr. Ludwig answered the lights have been an issue and I think that both the City and developer have basically determined through conversations with Musco Lighting people and people that do installations and take down for them that the short version is there isn't a whole lot of value in the lights. I know that seems how can that be possible type of thing, but when you go through the numbers and the warranties and the service contracts that you don't get and the retrofit that's necessary to make the lights come under warranties, pole bases need to be changed, relamping, there's a whole laundry list of things and when you walk down the two items, they don't have a lot of value. We've gone back and forth with the developer in terms of they keep the lights, we take the lights and its been

a long thing. The latest thing on the table was we had 3 weeks, I believe it was about 3 weeks, if we wanted to go and get the lights. That was really the last kind of side bar meeting we had before we walked away from the table on Friday. Committee members and I guess myself at this point say that the lights may have some value, but they would cost me about \$10,000, which I just found out today by the way to just get moved to another location and laid on the ground. So if the City was going to say right now, which is not a part of this agreement, that we wanted to take the lights, move them to another location and just lay them on the ground, we would probably pay a few dollars to protect the shades, lamps, whatever. According to a price I got today from a company that we've used doing Livingston lights and other lights it's about \$10,000 right now I'm going to have to find and I'm not trying to tack that on to this agreement now, I'm just indicating that if the City does want to keep the lights it is going to cost me \$10,000 to move them or they get plowed under is my understanding within 3 weeks.

Alderman DeVries stated I would ask Attorney Miller, Ron Ludwig might not be interested in tacking that on, but I might be. The \$10,000 can we add that on to the \$424,000?

Attorney Miller replied here's our position on that. We represent it as part of the negotiation that the sum total of what's on the sheet here would be the final offer and the total amount that we're prepared to pay. I will say that we are making you a cash payment so that you could take some of that cash and use it to disassemble and store the lights, but the figure of \$424,000 is a final figure and already represents pretty significant concessions, I believe.

Alderman Guinta asked there's not a contingency dollar amount in this proposal?

Attorney Miller asked contingency for what?

Alderman Guinta replied the way you have this broken out, each item you have a cost. I assume that cost is representative at today's value.

Attorney Miller stated I'm going to ask for the sake of clarity that you address that question to Mr. Brooks because he actually priced it out and I want to be able to answer your question fully and he has the better information on that.

Alderman Guinta stated when I ask about a contingency dollar amount obviously with a "project" and this is a project, typically there's a contingency figure. So I'm assuming that these figures represent today's dollar figure. It doesn't include a contingency for the project so is there a reason that it wouldn't include a contingency figure?

Mr. Brooks answered the prices were presented to the committee, Frank Thomas reviewed it, there was no contingency built in, Frank Thomas accepted it.

Alderman Guinta asked when did Frank Thomas accept it?

Mr. Brooks answered during the meeting.

Alderman Guinta asked when was the meeting?

Mr. Brooks answered last Friday.

Attorney Miller stated I can also add one thing from a legal perspective that may be helpful which is that the agreement, the provision of the agreement, in the Memorandum of Understanding is somewhat ambiguous in what it requires and so the final figure of \$424,000 is in the nature of a negotiated settlement involving concessions on both sides as what's required. So I would say that this is not really the same thing as a construction contract might be where everything might get priced out and there's a contingency at the end. What this is really more in the nature of is a what's fair kind of agreement and so the number derived from that represents that rather than necessarily...and it is a point by point breakdown but the overall number does represent sort of a settlement position as opposed to a strict contractual one.

Alderman Guinta asked Tom, when the memo of understanding was written, do you recall if there was an idea or figure that people had in mind with respect to the relocation cost.

Solicitor Clark stated when it was drafted, no. I don't believe there was any figures in mind when it was drafted.

Alderman Guinta asked City staff nor Aldermen didn't place a figure on expected replacement cost?

Solicitor Clark answered no, not to my knowledge.

Alderman Guinta asked and this cash payment does not come out of bonded money, I would assume?

Solicitor Clark answered no, this comes out of Mr. Webber.

Alderman Gatsas stated Mr. Miller I'm sure that you've been made aware of the different conversations an ex-partner of Mr. Webber has made to this full board. I'm sure you've read the transcripts of those meetings. I would hope you have.

Attorney Miller answered I have and I have them in front of me.

Alderman Gatsas asked so the \$750,000 is a number that I'm sure you've read in there a couple of times.

Attorney Miller answered it was the high end of a range of numbers that was quoted before the committee several years go, I believe.

Alderman Gatsas asked several years ago? A year and a half ago? The range was \$500,000 to \$750,000, I think the range. I don't think you see a range less than that.

Attorney Miller replied the two dates were November 13, 2002 and March 11, 2003. So yes, a year and a half ago or so and the range was \$500,000 to \$750,000.

Alderman Gatsas asked and you're aware that this committee, as a matter of fact, the Chairman, I don't know if it was on this committee or not, but I think that maybe it was in CIP, when he sits on CIP he made a motion that it would be \$500,000 in cash. Correct me if I'm wrong Mr. Chairman.

Chairman Lopez replied I did say \$500,000 in cash when they went to negotiate and try to get the cash. Now I think the negotiations have transpired, not \$500,000 in cash but it's been accepted by our staff and its up to this committee to either accept it or reject it. I think that's where we're at now. Yes, I'd like to have \$500,000, I'd like to have \$700,000, but I think at some point we have to put this thing to bed and negotiate what's in the best interest and of what we accomplish at Derryfield can be done according to the superintendent. So I don't have any problem with it.

Alderman Gatsas stated you can put tennis courts in for \$424,000?

Mr. Ludwig replied no, I'm not here to represent that we could put tennis courts in for that number.

Alderman Gatsas stated but I wasn't...correct me if I'm wrong when you talked with HNTB didn't they do up a program for you that showed somewhere in the vicinity tennis courts being included in that?

Mr. Ludwig answered that's right. We had some conceptual plans that early on in the process that we provided to HNTB. They came back with some minor adjustments of those plans, but they pretty much included everything that we had the time.

Alderman Gatsas asked did you give those to Mr. Brooks?

Mr. Ludwig answered yes.

Alderman Gatsas asked did you use those in your conceptual at all Mr. Brooks?

Mr. Brooks answered we had meetings early on and we were directed not to include the tennis courts in the estimate. That was the direction of the City. It came from the group that included Bill Jabjiniak and I think Tom Clark when we met earlier.

Alderman Gatsas asked when you say met earlier, when was met earlier?

Mr. Brooks answered we had a series of meetings that probably was a month ago. It was at City Hall and Frank Thomas was in attendance, Bill Jabjiniak, Tom Clark was there and also Ron Ludwig and at that point we were directed not to include the tennis courts. We actually prepared, we were directed at that point time. We offered to and we were directed to. But here is a set of construction documents for Ron so that he could actually build the facility himself being the soccer field and the parking lot. So as part of this we're also giving to the City a set of construction documents that have plans and profiles which were distributed at the meeting which Ron has a copy of. So he can actually either do the work himself or else put it out for bid.

Alderman Gatsas asked how much was the total that HNTB proposed or the other company?

Mr. Ludwig answered I'm not certain that I ever saw a number Alderman Gatsas come back from them, other than a slight redesign of the plan that we showed them.

Alderman Gatsas asked how much was in that plan? What was the conceptual cost of that plan with the tennis courts?

Mr. Ludwig answered upwards of \$650,000.

Alderman Gatsas asked can I ask why City staff directed Mr. Brooks not to use the tennis courts?

Solicitor Clark replied I'm not sure if directed is the proper word. They asked what their obligation was under the agreements and the obligation is to relocate the facilities to Singer Park to a different location. There's no tennis courts down at Singer Park.

Attorney Miller stated I may be able to assist Senator Gatsas' question. Again, in Section 2, subsection 4 of the Memorandum of Understanding, which controls the agreement to relocate the facilities, it calls for the relocation, preparation and equipping of replacement facilities equivalent to the existing amenities and facilities at Singer Park and that's why it was our position that there is no obligation to put in tennis courts because there are no tennis courts at Singer Park. However, one of the approaches that we took in the nature of crafting this settlement was to make a cash deal so that at the pleasure of the Board if the Board wanted to do that, it could do that.

Chairman Lopez stated I wanted to remind one thing. I think we discussed this when we were talking about trying to settle Singer Park as to exactly as you read, without me repeating it and I don't have it in my hand. Is that you would go there and build a soccer field or give us cash. That's the way I remember it and I think the superintendent had a question in reference in building the soccer field as to whether the baseball field was going to be incorporated and all of that stuff and there was going to be a fence around it and stuff like that. But at no time to I remember that they were supposed to build a tennis court and I agree with Attorney Clark. We went over that so many times as to what the obligation was. They've offered us cash, they can go over and build us a soccer field if they want to, they don't want to, they want to give us the cash. I don't know what the major problem is here.

Alderman Gatsas asked Ron, do you have a copy of that plan that the other company did for you?

Mr. Ludwig answered from HNTB; no I don't have one with me. Wait a minute let me look, I may.

Alderman Smith stated I have a copy of the plans here that was presented by HNTB. It shows nothing else except the soccer field, but that's beside the point, if anybody wants to look at it. I'd like to go back to the 3/11/03 CIP committee member. Mr. Sanborn on the table and Alderman Lopez asked him if it's \$700,000 or \$500,000. He said it is inclusive of all things that are done. Now they did remove the bleachers from Singer Park over to West-Memorial and I understand from the figures here that even Ron Ludwig said that the cost would probably be about \$100,000. That was done. We're talking about the lights, apparently nobody wants the lights because they are quite old and the warranty is gone. But I'd like to continue on. This is what Mr. Sanborn states that if you need the stands at West we will move the stands to West. I don't want to get into a figure, but it will detract from the cost of \$500,000 to \$700,000. Now that's the total we were given. Now if we follow up into a following meeting of the Board of Mayor and Aldermen, 3/18/03 it was recommended the following regarding the

relocation of Singer Park, the bleachers be moved to West-Memorial field, the lights be given to the Parks & Recreation for future and a cash proposal from the developer. After that was done, we had a meeting and Alderman Gatsas is correct, we had a meeting in June with the Board of Mayor and Aldermen and there was a CIP appropriation and so forth, in fact it was for \$500,000 for 6/9/03 on a motion of Alderman O'Neil, seconded by Alderman Porter that work would be done either through the Parks & Recreation or a private developer to determined in the immediate future. So we're talking about figures here and what I'm getting at is you can argue any figure you want, but in kind with the bleachers and I want somebody to dispute this if it's at all possible, was \$100,000 to move the bleachers. And I'll tell you one thing, I was very pleased the bleachers go moved over to West-Memorial because I don't know what we would have done with the football season. But all I'm saying is, and people can laugh if they want to, and I don't appreciate it, I'm stating the case that I think they've been fair and up and also in regards this memorandum, they've met most of the requirements asked and I'd just like to bear this out: payments to the state contractor \$250,000, payments to the Bank of New Hampshire over \$120,000, payments to the City of Manchester for outstanding loans \$748,000, and then it says here at the end of the Riverfront Foundation Agreement, that stadium development has agreed to relocate the entire soccer facility to a new City specified location. Nothing about tennis courts, nothing about baseball fields. I'll rest.

Attorney Miller stated if I could just piggyback on Alderman Smith's remarks, I wasn't sure if we were going to get into this or not. You're quite correct and there has been, and this may put Senator Gatsas at ease to some degree as well, the grandstands relocated to West-Memorial field at a cost of \$94,322, which includes the original cost of those grandstands and the cost to move them. The press box building was also relocated for a value of \$48,237 and the sound system and scoreboard from Singer Park were relocated to Gill \$23,650 for the sound system plus an additional \$3,300 to get the soundboard working and \$19,166 for the scoreboard, both of which were also all ready paid by Drew. So when you take all of those and you add the field lighting in as well, that adds up to an additional \$286,185 that was spent.

Chairman Lopez asked \$286,185 when you add to the \$424,000? Is that what you're saying?

Attorney Miller answered correct.

Alderman Gatsas stated with all due respect to my colleague from Ward 10, and I understand that the bleachers were important to West, but the sheet that you so gracefully showed us that HNTB produced, if you take a look there's 4 tennis courts right at the top. I want to show that to my colleague. I didn't produce,



that's the one that you said that they didn't show you. Just above the soccer field are the 4 tennis courts.

Alderman Smith replied yes, I see them there. But it wasn't proposed. This is the initial thing. When they gave Downtown Visions, this was their proposal. Things have changed. Like the peak power plant. This is what it is and I just want to go down the first page and it says relocate Singer Park soccer field, nothing else and that was from the first one we got in March of two years ago.

Alderman Gatsas stated but I think it just should be clear that all of those numbers that you threw out, the \$250,000, the \$120,000, and \$748,000 that they paid, they got reimbursed for that at \$1.4395 million, so it's not like it wasn't reimbursed. That's part of the land acquisition that was in this situation. So I'm just looking and saying obviously those plans came before...when were they done by...there's an actual bid one.

Chairman Lopez stated I think we've got to back up here for just a second. I think both attorneys have read what is in the agreement. I see the plans, the picture with nice tennis courts, but I think in the negotiations and understanding what the agreement is and what was signed, they could move Singer Park over there tomorrow. They don't have to build any tennis courts and I think Attorney Clark you would probably have to agree with that? That the agreement is the agreement, they move Singer Park.

Solicitor Clark stated the agreement calls for the facilities that are located at Singer to be relocated. The plan that is being referred to by HNTB that shows tennis courts, the tennis courts weren't put on this...my understanding with talking with Ron Ludwig, those tennis courts were not put on that plan to indicate they were being moved from Singer or that they were the obligation of 6 to 4 to 3. Those tennis courts were part of the master plan that the P & R Department already had that HNTB took and reworked. The tennis courts while shown on the plan were part of the whole master plan for Derryfield Park and not part of 6 to 4 to 3's obligation.

Chairman Lopez asked is that a document that Ron Ludwig gave you?

Solicitor Clark stated I've seen this before and that does talk about tennis courts but this is not the obligation of 6 to 4 to 3.

Alderman Gatsas asked it does talk about it or it doesn't?

Solicitor Clark answered the tennis courts are on there, yes. But the tennis courts were developed as part of HNTB overall plan for the master plan at Parks & Recreation, who had already planned on putting tennis courts.

Chairman Lopez stated just to add and take into consideration of the bleachers and all, you're talking \$710,000. I think personally, I don't know what people are looking for but I think this is an excellent deal for the City. The staff has reviewed this, the staff has negotiated, Ron Ludwig can build what he wants up there, and the tennis courts are going to be done because we have money in the CIP for that, Alderman, I just don't know exactly what people really want, but I don't want to keep this going on all night.

Alderman Guinta asked Rob, can you show me on this Singer Park cost list where it includes parking facility?

Attorney Miller answered it's the second item on the first page under parking lot.

Alderman Guinta asked does this include...can you just run down each of those?

Attorney Miller stated I'm going to ask Bob to do that because he handled the specifics.

Alderman Guinta stated just quickly explain each one of those.

Mr. Brooks answered the earthwork for the field parking lot. There's obviously some earthwork required to grade the area, there's also an end of the field where the soccer field is located that needs some fill. So under the first item that's basically the grading of the parking lot and the field. It also includes an access road that Ron asked for from the parking lot to the field, a gravel access road so that vehicles could come in and not drive over grass areas in order to maintain the field. They'd be driving over a drive. So all the earthwork is covered under that first item. The parking lot itself is a parking that Ron had laid out that showed approximately 85 spaces, somewhere in that vicinity and that includes a drainage system for that too and also it includes the gravel as you see in the pavement. The soccer field itself is the soccer field. That also includes as Ron requested an under field drainage system. A totally new drainage system, professional drainage system, and that also included an irrigation system. It also included sod; it didn't include loam and seed, well it did include loam, it didn't include seed or hydro seeding, it included sod itself. Fresh sod to be laid down on the field. And then the last one is the restroom/concessions building. This is the equivalency of what is out there now for the restroom/concessions and utility. This is not as proposed before, a portable building; this is a concrete building on a slab that's an equivalent price.

Alderman Guinta asked the \$33,000 represents the paving of the parking lot?

Mr. Brooks answered the \$70,000 for the parking lot of which the pavement...?

Alderman Guinta interjected where does it tell me that it includes...?

Mr. Brooks replied the Bit. Conc. Pavement, correct, \$33,168.00.

Alderman Guinta asked does that include painting the lines and all of that stuff.

Mr. Brooks answered yes.

Alderman Guinta asked and that's 85 spaces.

Mr. Brooks answered yes.

Alderman Guinta asked when would we expect to start and then complete this project?

Mr. Ludwig replied we have minimal survey for half of development. We need a little more survey. Depending on that you could probably start late summer after getting the documents together.

Alderman Guinta stated I have no problem accepting this if there's an additional agreement. The cost is going to be the cost and the spirit of the agreement is that Drew will pay for an appropriate figure to relocate the field. My concern is that you're going to give us \$424,000 in cash, if it ends up costing \$520,000 or \$550,000 or \$580,000, there's no provision for an additional payment. I think it would...would you entertain assuming that we do this in an appropriate time span to pay whatever the cost is based on what your itemized list is?

Attorney Miller answered no, we wouldn't. As I mentioned before, the agreement is in the nature of a negotiated settlement. It represents the most current figures agreed upon by both the City and by Mr. Brooks in pricing out the various aspects of the agreement. You can always find a contractor that's more expensive and the costs could balloon, but that's why we had it checked by the City and by Mr. Brooks, there was an agreement on the figures and the figures are the figures. As I said, it's a settlement, it's not in the nature of a contract with the City.

Alderman Guinta stated the Memorandum of Understanding, you keep referring to a negotiated settlement. The Memo of Understanding doesn't suggest that it should be a negotiated settlement, it suggests that or states that Drew is required to pay for... I'm not sure why you keep on using the term-negotiated settlement.

Attorney Miller replied because it doesn't have any specific provisions in it about pricing, about who is pricing, when the pricing needs to be set, and how it should be dealt with if the prices are disparate and that's why we negotiated it and we had Mr. Brooks price it out and then had Mr. Thomas sign off on it.

Alderman Guinta stated I think that during the discussion phase of this relocation it was always represented at least to this Board, well not to this committee, but to this Board, that it was going to be between \$500,000 and \$750,000. So if in good faith we agreed to the Memo of understanding and people representing Drew Webber were indicating to us that it would be between \$500,000 and \$750,000, why should we accept anything less than somewhere between \$500,000 and \$750,000?

Attorney Miller answered because the total value of the deal that's presently before the committee, when you look at the costs that have already been expended and the costs that are anticipated, comes out to approximately \$710,000, which is very close to the high end of a range of prices, which frankly is not even part of the legal obligation under the MOU. It was a verbal representation made that we don't believe is of any legal moment.

Alderman Guinta stated the costs incurred to date have been reimbursed to Drew. I'm not sure why that would be.

Attorney Miller stated I take issue with the reimbursement, so to speak.

Alderman Guinta stated okay I can say it a different way. Part of the bonded money is paying for costs incurred to date.

Attorney Miller stated I would take issue with that.

On motion of Alderman DeVries, duly seconded by Alderman Smith, it was voted to accept the cash payment of \$424,041 from 6 to 4 to 3, LLC. The motion carried with Alderman Gatsas duly recorded in opposition.

Alderman Gatsas asked Mr. Chairman, can we at least get a time definite of when we're going to get the check? When was that negotiated to?

Chairman Lopez replied we'll get the money. We've got two Finance people, but do you have a suggestion?

Attorney Miller replied Solicitor Clark and I have come to an agreement on two payments. One on June 30<sup>th</sup> for half the amount and one on September 30<sup>th</sup> for half the amount. So the full amount will be paid by September 30<sup>th</sup>.

Chairman Lopez asked does the Finance Department have any problem with that? Okay, none.

Alderman Gatsas asked how do we get...

Solicitor Clark interjected Attorney Miller and I did discuss is. I suggested he speak to the Chairman of the committee about whether the committee would detain two payments. I have no problem with two payments, but I didn't accept the two-payment issue.

Attorney Miller stated I have spoken to the Chairman.

Chairman Lopez stated I don't have any problem with it myself. You're suggesting you make two payments, one in June and one in September?

Attorney Miller answered correct. One on June 30<sup>th</sup> and one on September 30<sup>th</sup>. Each for half the amount.

Chairman Lopez stated and Finance has no problem with that. What is the problem?

Alderman Gatsas stated I guess I have a problem that if we're going to do this deal it should be so that Parks can get started on the project long before that and get it into some shape of doing it.

Chairman Lopez asked Parks, can you get started on the project at Derryfield? You've got another \$400,000 going there from CIP.

Mr. Clougherty stated you had no CIP item that was approved...did you send in the start up for that?

Alderman Gatsas answered no, but that was...you've got to remember what that was. It was an asterisk next to it from the payment that was coming from here.

Mr. Sherman stated we'll have to go back and take a look at that.

Mr. Ludwig stated I'm not sure of that because I don't think...just so we're clear. Up to this point I've had no engineering dollars so we really haven't been able to start a process here that we would like to, so that we could go out to contract. If you're not understanding the finances 100 percent, are you telling me that there's \$500,000 that we were supposed to...I don't understand what that \$500,000 is.

Mr. Sherman stated I believe Derryfield is included in the 2004 CIP. What Alderman Gatsas said there's a footnote that there's a donation coming in. I think it was estimated at \$500,000 and that will have to be amended down so you don't spend \$500,000, but I think if that start up has gone through, you're all set to go. We'll have to go back and verify that maybe they were holding it back. Maybe CIP was holding it back and not running it through until this was resolved. But we can find that out.

Chairman Lopez stated let's understand. The whole complex that you're going to do up there, and conversations with you, you're not going to be able to do it with \$400,000. We have money in the CIP. So with the total cash you're going to get and the money you're going to get from CIP, you have told me that you are going to be able to do everything. Is that correct?

Mr. Ludwig answered yes.

Chairman Lopez stated now the big question is when can you get started? If the payments are going to be here, it has no affect on you to get started if you have money in CIP. Is that correct?

Mr. Sherman replied that's correct.

Mr. Ludwig replied if the money is in place and Finance is telling us that the start up has already happened, then we'll start tomorrow and secure engineering services.

Chairman Lopez responded fine. So the only question is there's are two payments they are offering, any objections from the committee or I'll obtain a motion.

Alderman Gatsas stated Mr. Miller, you said that you talked to this committee about those two payments, because you made reference first to Mr. Clark and you said that you had already talked to the committee about the two payments.

Attorney Miller replied no, I said that I proposed a...the one thing that we had not resolved on Friday afternoon was how the payments would be made and so I had a conversation this afternoon, I spoke to Solicitor Clark first and then I had a conversation with Chairman Lopez and just suggested to him that that would be the proposal that I would be making before the committee tonight.

Alderman Gatsas asked but never during the course of your discussion here this evening did you ever talk about two payments until I just brought it up.

Attorney Miller stated that's correct.

Alderman Gatsas stated so you had your discussion privately with Alderman Lopez.

Attorney Miller replied I think that's putting a much more sinister face on it than is necessary.

Alderman Gatsas stated my statement was, is that you had your conversations with Alderman Lopez privately. You didn't do it with this committee.

Chairman Lopez stated just for the record, he asked would there be any problem. I said I couldn't speak for the committee. I have no problem with it and that's why I'm asking the committee. Do you have a problems with it?

Alderman DeVries stated first I'd just like to clarify for Parks & Rec Director Ron Ludwig, I believe what we did in 2004 is we set up the CIP number pending the allocation or the payment of monies from this sale or this movement. If I understand it, half the June 30<sup>th</sup>, which would be the \$205,000 approximately, will be available for you start up in 2004 with the engineering costs and I guess Finance can clarify that. But half of the payment coming in in 2004 fiscal year.

Mr. Clougherty stated you've got a CIP item from last year that was at \$500,000 and now you're going to approve \$424,000. You can go in Tuesday night, amend the CIP, bring in the start up form if you haven't got it, you'll have an agreement for the total amount of money, and you can go ahead and do the project. Period. That's it.

Alderman DeVries moved that the committee accept the two payments from Drew Webber for the relocation of Singer Park, the first payment due on June 30, 2004 for half the amount, \$212,000, and the second payment due on September 30, 2004 for half the amount, \$212,000. Alderman Smith duly seconded the motion.

Alderman Guinta asked is there a concern that the two payments does not include any design or surveying costs?

Mr. Ludwig answered the payment in general does cover that. But I just want to in terms of when we can actually start and secure the dollars and go out and secure professional services, if Finance is telling us we're all set, we'll start Monday.

Mr. Clougherty stated you have the agreement, well you won't start Monday because the Board meets Tuesday, but if you're going to have the agreement and have it in hand and signed and you get your start up forms and you amend the CIP Tuesday night, you can start Wednesday morning.

Alderman Gatsas asked are we going to see a copy of this agreement? Because I remember the Mayor telling me to make sure I read any agreement before I vote on it.

Solicitor Clark stated the agreement, as I understand it is the proposal is that I forward to each from Attorney Miller.

Alderman Gatsas asked do we have a copy?

Solicitor Clark replied it was given to you yesterday, I believe by the courier. It's the \$424,041.

Solicitor Clark stated he's offering payment of cash to the City of Manchester.

Alderman Guinta asked this is a legal agreement?

Solicitor Clark answered no. We didn't say we were drafting a contract. I had anticipated a contract. 6 to 4 to 3 was coming in offering a cash payment and fulfillment of their obligation of the agreement and either the committee accepts it or not. If you want it in writing from Attorney Miller that this is an agreement and signed by the City, we can do that too.

Alderman Gatsas stated in all due respect Tom, nothing in there talks about two payments.

Solicitor Clark replied no it doesn't, and that's why I told you I didn't agree to it but I told him that the committee should vote on that.

Alderman Guinta stated I think we should at least be able to take a look at that agreement before we vote on it.

Chairman Lopez called for a vote on the motion. The motion carried with Alderman Gatsas and Alderman Guinta duly recorded in opposition.

Chairman Lopez asked would you coordinate with our City attorney and make sure whatever written documents they have on reference to the two payments, just give them to him.

Attorney Miller stated Mr. Chairman, I'll be more than happy to memorialize the agreement that we've made in writing and send it over to Solicitor Clark in short order.



Chairman Lopez stated and when you get it Attorney Clark, would you give the committee a copy please?

Solicitor Clark answered no problem.

There being no further business to come before the committee, on motion of Alderman Smith, duly seconded by Alderman DeVries, it was voted to adjourn.

A True Record. Attest.

Clerk of Committee